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October 25, 2012

**VIA U.S. MAIL**

Ms. Jocelyn Boyd, Chief Clerk  
Public Service Commission of South Carolina  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210

Re: *Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement Negotiated by and between Piedmont Rural Telephone Cooperative, Inc. and Allied Wireless Communications Corporation Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

Dear Ms. Boyd:

Enclosed for filing are an original and two (2) copies of the Petition for Approval and the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement negotiated by and between Piedmont Rural Telephone Cooperative, Inc. ("Piedmont") and Allied Wireless Communications Corporation ("AWCC"). Both Parties respectfully request that the filed Amendment be reviewed and considered for approval at the Commission's earliest convenience.

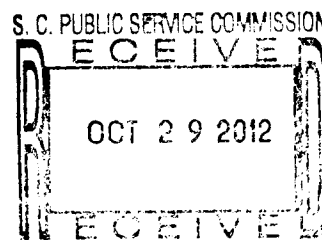
John Staurulakis, Inc. is filing the enclosed petition and Amendment on behalf of Piedmont and would appreciate that you file the same and return the extra copy stamped "filed" in the enclosed self-addressed, stamped envelope provided. *✓ cu*

Thank you for your assistance in this matter.

Sincerely,

Mark A. Ozanick, Staff Consultant – Regulatory & Policy  
John Staurulakis, Inc.

cc: Brandi Thompson, Piedmont Rural Telephone Cooperative, Inc.  
Steve Duke, AWCC



Headquarters: 7852 Walker Drive, Suite 200  
Belt, MD 20770  
phone: 301-459-7590, fax: 301-577-5575

Eagandale Corporate Center, Suite 310  
1380 Corporate Center Curve, Eagan, MN 55121  
phone: 651-452-2660, fax: 651-452-1909

Echelon Building II, Suite 200  
9430 Research Blvd., Austin, TX 78759  
phone: 512-338-0473, fax: 512-346-0822

547 South Oakview Lane  
Bountiful, UT 84010  
phone: 801-294-4576, fax: 801-294-5121

**BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
Columbia, South Carolina 29210

In Re:           *Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement Negotiated by and between Piedmont Rural Telephone Cooperative, Inc. and Allied Wireless Communications Corporation, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE WIRELESS  
INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT  
NEGOTIATED BY AND BETWEEN PIEDMONT RURAL TELEPHONE  
COOPERATIVE, INC. AND ALLIED WIRELESS COMMUNICATIONS  
CORPORATION, PURSUANT TO SECTIONS 251(A) AND 251(B)(5) OF THE  
TELECOMMUNICATIONS ACT OF 1996**

Piedmont Rural Telephone Cooperative, Inc. ("Piedmont") respectfully files this request with the South Carolina Public Service Commission for approval of the attached Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement (the "Agreement") negotiated by and between Piedmont and Allied Wireless Communications Corporation ("AWCC") pursuant to Sections 251 (a) & (b)(5) of the Telecommunications Act of 1996 ("the Act"). The Amendment implements provisions of the recently issued Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order") by the Federal Communications Commission ("FCC"). The Amendment continues to provide for the interconnection and mutual exchange of traffic between the two companies' networks. Piedmont, therefore, respectfully requests that the Commission act within the 90 days as specified by the Act and approve the Amendment.

In support of its request, Piedmont states the following:

**THE PARTIES**

1. Piedmont is an incumbent local exchange carrier authorized to provide local exchange service in the State of South Carolina.

2. AWCC is a telecommunications carrier that has been granted authority by the FCC to provide Commercial Mobile Radio Services (“CMRS”) in a specific market in the State of South Carolina.

### **THE AMENDMENT**

3. Piedmont and AWCC have successfully negotiated the Amendment for the continued interconnection and mutual exchange of traffic between the two companies’ networks. A copy of the Amendment is attached hereto and incorporated herein by reference.

4. Piedmont and AWCC have entered into this Amendment, pursuant to Sections 251(a) and 251(b)(5) of the Act.

5. Pursuant to Section 252(e) of the Act, Piedmont is submitting the Amendment to the South Carolina Public Service Commission for its consideration and approval.

### **COMPLIANCE WITH THE ACT**

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Amendment does not discriminate against any other telecommunications carrier.

7. Second, the Amendment is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

### **APPROVAL OF THE AMENDMENT**

8. In accordance with Section 252(e) of the Act, the South Carolina Public Service Commission is charged with approving or rejecting the Amendment between Piedmont and AWCC within 90 days of its submission. The Act provides that the South Carolina Public Service Commission may reject such an Amendment only if it finds that the Amendment or any portion thereof discriminates against a telecommunications carrier not a party to the Amendment, or if it finds that the implementation of the Amendment or any portion thereof is not consistent with the public interest, convenience and necessity.

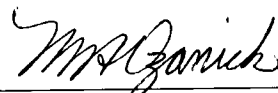
9. Piedmont and AWCC aver that the Amendment is consistent with the standards for approval.

10. Pursuant to Section 252(i) of the Act, once the Amendment is approved, Piedmont will make the entire Agreement, as amended, available to any similarly situated telecommunications carrier.

11. Piedmont respectfully requests that the South Carolina Public Service Commission approve the Amendment negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 25th day of October 2012.

Respectfully submitted,

By:   
Mark A. Ozanick  
John Staurulakis, Inc.  
On Behalf Of:  
Piedmont Rural Telephone Cooperative, Inc.

## CERTIFICATE OF SERVICE

I, Mark A. Ozanick, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement on the following *via* United States Mail:

Brandi Thompson  
Piedmont Rural Telephone Cooperative, Inc.  
201 Anderson Dr.  
P.O. Box 249  
Laurens, SC 29360

Steve Duke  
AWCC  
1001 Technology Dr.  
Little Rock, AR 72223

  
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Mark A. Ozanick

**AMENDMENT NO. 1  
TO THE WIRELESS INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT  
BY AND BETWEEN  
PIEDMONT RURAL TELEPHONE COOPERATIVE, INC. AND ALLIED WIRELESS  
COMMUNICATIONS CORPORATION**

This is an Amendment ("Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Piedmont Rural Telephone Cooperative, Inc. ("Piedmont") and Allied Wireless Communications Corporation ("AWCC"), jointly the "Parties."

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251 and 252, effective August 1, 2010; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

**A. Definitions**

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

**B. Amendment Terms**

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Piedmont and AWCC.

2. In the event of a judicial stay or court-ordered vacatur of the FCC's USF/ICC Transformation Order that changes reciprocal compensation rules for Non-Access Telecommunications Traffic, the per minute of use reciprocal compensation rates of the Original Agreement shall be applied in lieu of Bill-and-Keep.
  - 2.1 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates from the Original Agreement prospectively from the date the stay is issued. If/when such a judicial stay is subsequently lifted, the Parties will move to Bill-and-Keep, unless there is a court-ordered vacatur.
  - 2.2 In the case of a court-ordered vacatur, the Parties will apply reciprocal compensation rates prospectively from the date of the court order, unless the court-ordered vacatur expressly provides for a different effective date.
3. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.
  - 3.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to an initial InterMTA factor as designated in the Original Agreement as an estimate of InterMTA Traffic (the "InterMTA Factor").
  - 3.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of AWCC's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
  - 3.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews including but not limited to traffic studies. Each Party shall have the right to conduct a review or request a traffic study to revise the InterMTA Factor no more than one time in a consecutive 12-month period.
4. FCC Rule 47 C.F.R. §51.709(c) provides that for Non-Access Telecommunications Traffic exchanged between Piedmont and AWCC, Piedmont will be responsible for transport to AWCC's interconnection point when it is located within Piedmont's service area. When AWCC's interconnection point is located outside Piedmont's service area, Piedmont's transport and provisioning obligation stops at its meet point and AWCC is responsible for the remaining transport to its interconnection point.
  - 4.1 Piedmont shall notify AWCC within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, Piedmont will, upon AWCC's request, commence negotiations on a further amendment to the Interconnection Agreement within thirty (30) days of such a request.
5. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN

shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.

6. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
7. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
8. Updated Contacts –

<b>Piedmont Rural Telephone Cooperative, Inc.</b>	<b>AWCC</b>
<u>For Official Notices:</u>  Randal J. Odom, CEO Piedmont Rural Telephone Cooperative, Inc. 201 Anderson Dr. P.O. Box 249 Laurens, SC 29360 Phone: 864-682-3131 Fax: 864-682-8888	<u>For Official Notices:</u>  Allied Wireless Communications Corporation Attn: Cindy Steele 1001 Technology Drive Little Rock, AR 72223 Telephone: 501-448-1376 E-mail: CindySteele@alltel.com
<u>For Billing:</u>  Piedmont Rural Telephone Cooperative, Inc. Attn: Accounts Payable 201 Anderson Dr. P.O. Box 249 Laurens, SC 29360 Phone: 864-682-3131 Fax: 864-682-8888	With a copy to:  Allied Wireless Communications Corporation Attn: Legal Department 1001 Technology Drive Little Rock, AR 72223  <u>For Billing:</u>  Allied Wireless Communications Corporation Attn: Nick Basil 1001 Technology Drive Little Rock, AR 72223 Telephone: 501-448-1436 E-mail: NickBasil@alltel.com

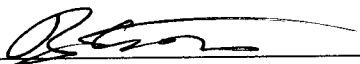
9. This Amendment shall be effective July 1, 2012.
10. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.

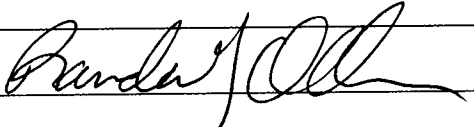


11. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.

12. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

<b>Allied Wireless Communications Corporation</b>	
By:	
Name:	Brian Foster
Title:	Director of Switching & Telco Engineering
Date:	10/17/2012

<b>Piedmont Rural Telephone Cooperative, Inc.</b>	
By:	
Name:	Randal J. Odom
Title:	CEO
Date:	10-22-2012